

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

EQUAL EMPLOYMENT OPPORTUNITY	)	
COMMISSION,	)	
	)	
Plaintiff,	)	
v.	)	Civil Action No. 05-663 (RHK/JSM)
	)	
VENTURA FOODS, LLC,	)	<b>CONSENT DECREE</b>
	)	
	)	
Defendant.	)	
_____	)	

**Introduction**

Plaintiff Equal Employment Opportunity Commission (hereinafter the "Commission") has instituted this action alleging that Defendant Ventura Foods retaliated against certain of its employees by requiring them to agree not to file a charge of discrimination as a condition of receiving enhanced severance benefits. In its Complaint, the EEOC alleged that this violated the Age Discrimination in Employment Act of 1967 ("ADEA"), Title VII of the Civil Rights Act of 1964 (Title VII), and the Equal Pay Act (EPA). Defendant filed an answer in which it denies any such violation(s). The Commission and Defendant have agreed to settle these claims.

THEREFORE, it is the finding of this Court, made on the pleadings and on the record as a whole and upon agreement of the parties, that: (i) this Court has jurisdiction over the parties to and the subject matter of this action, (ii) the requirements of the ADEA, Title VII and the EPA will be carried out by the implementation of this Decree, (iii) this Decree is intended to and does resolve all matters in controversy in this lawsuit among the parties, and (iv) the terms of this Decree constitute a fair and equitable settlement of all issues in this lawsuit.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED as follows:

**I. Injunctive Relief**

1. Defendant shall not require as part of any agreement with employees or former employees that they will not file charges with the EEOC. Defendant will not institute or maintain a Severance Agreement and General Release, or any other similar agreement, which prohibits an employee from filing a charge with the EEOC or participating in an EEOC investigation or proceeding.
2. Within fifteen (15) days of the entry of the Consent Decree, Defendant will send a notice, by certified mail to the last known address, to all former employees who, between 2003 and the present, signed an agreement that contained language prohibiting the filing of an administrative charge with the EEOC. The notice will inform the employees that Ventura Foods is severing that clause of the agreement. The employees will be advised that they have a right to file a charge of discrimination with the EEOC and participate in EEOC proceedings without losing severance benefits or violating the agreement. Ventura Foods will copy the EEOC on the letters to the former employees.
3. Ventura Foods waives the limitation periods for filing a charge of discrimination with the EEOC. Ventura Foods will advise the employees receiving the notice in subsection (2) that they have 300 days from the date of actual receipt of the certified letter to file a charge of discrimination with the EEOC. If, after sending such a notice by Certified Mail, no receipt acknowledgement is returned, the measure of 300 days will begin on the date the notice was mailed.

4. Defendant will re-offer enhanced severance benefits under the Severance Agreement and General Release as revised to any employee who refused to sign the agreement earlier and with whom Defendant has not reached a subsequent agreement or otherwise paid the enhanced severance amounts.
5. Defendant will not retaliate against any employee or former employee for making a charge, testifying, assisting, or participating in an investigation, proceeding or hearing, or for exercising the right to oppose any practice made an unlawful employment action by the ADEA, Title VII, or the EPA.

## **II. Reporting**

6. Within thirty (30) days of the entry of this Decree, Defendant shall prepare and submit to the undersigned EEOC attorney a letter indicating that it has complied with the provisions of this Decree.
7. During the term of this Decree Defendant shall allow representatives of the Commission to review Defendant's compliance with this Decree by inspecting and photocopying relevant documents and records, interviewing employees and management officials on their premises. Such review of compliance shall be initiated by written notice to the Defendant's attorney of record at least seven (7) business days in advance of any inspection of a Defendant's documents.

## **III. Term and Effect of Decree**

8. This Decree constitutes the full, final and complete resolution of the EEOC's claim that Ventura Foods violated the ADEA, Title VII, and the EPA by retaliating against former employees by requiring that they waive their right to file a charge with the EEOC as a condition of receiving severance pay.

9. This Decree shall be for a period of two years and can only be extended for good cause shown. During the Decree's term the Court shall retain jurisdiction of this cause for purposes of compliance.
10. Each party shall bear that party's own costs and attorneys fees.

DATE:

9/1/06

s/Richard H. Kyle  
Richard H. Kyle  
United States District Court Judge

BY CONSENT:

FOR DEFENDANT:

s/Thomas P. Godar  
Thomas P. Godar  
Whyte Hirschboeck Dudek S.C.  
1 East Main Street, Suite 300  
Madison, WI 53703-3300  
(608) 234-6064

BY CONSENT:

FOR PLAINTIFF:

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

RONALD S. COOPER  
General Counsel

JAMES L. LEE  
Deputy General Counsel

GWENDOLYN YOUNG REAMS  
Associate General Counsel

1801 L Street, N.W.  
Washington, DC 20507

Dated: 8/31/06

s/John C. Hendrickson  
JOHN C. HENDRICKSON  
Regional Attorney

Chicago District Office  
500 West Madison Street, Suite 2800  
Chicago, IL 60661  
(312) 353-8550

Dated: 8/31/06

s/Laurie A. Vasichек  
LAURIE A. VASICHEK (#0171438)  
Senior Trial Attorney

Minneapolis Area Office  
330 Second Avenue South, Suite 430  
Minneapolis, MN 55401  
(612) 335-4061  
[laurie.vasichек@eoc.gov](mailto:laurie.vasichек@eoc.gov)